

Attorney Docket No.: ARTM 1000-6

**CERTIFICATE OF MAILING**

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Commissioner of Patents,

Washington, DC 20231 on 14 April 2003.

Signed: \_\_\_\_\_

James F. Hann

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

<b>In re Application</b> Inventors: Richard E. Fulton and William Richard Dubrul SC/Serial No.: <b>10/027,157</b> Confirm. No.: 1695 Filed: 20 December 2001 Title: BIOPSY LOCALIZATION METHOD AND DEVICE	<u><b>PATENT APPLICATION</b></u>  Group Art Unit: 3736  <b>Examiner: Brian S. Szmaj</b>  Customer No. 22470
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**TERMINAL DISCLAIMER To Obviate A Double Patenting Rejection Over Patent And Copending  
Patent Application - Signed By Attorney Of Record**

Commissioner of Patents  
BOX Non-Fee Amendments  
Washington, D.C. 20231

Sir:

Assignee, Artemis Medical, Inc., is the owner of 100 percent interest in the instant application.

Assignee hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extent beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior Patent No. 6,370,464 B1, issued 7 August 2001. Assignee hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that is and the prior patent are commonly owned.

Assignee also hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extent beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as shortened by any terminal disclaimer filed prior to the grant of any patent granted on pending second Application No. 09/900,801, filed on 6 July 2001, of any patent on the pending second application. Assignee hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent granted on the second application are commonly owned.

This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

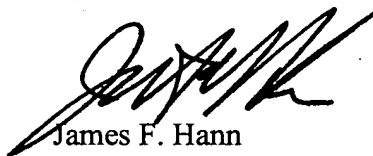
In making the above disclaimer, Assignee does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as presently shortened by any

terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. Section 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

In making the above disclaimer, Assignee also does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of any patent granted on the second application, as shortened by any terminal disclaimer, in the event that any such granted patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. Section 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

Check No. 2294 covering the terminal disclaimer fee of \$55 under 37 CFR § 1.20 (d) is attached.

Respectfully submitted,



Date: 14 April 2003

James F. Hann

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Attorney Of Record

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